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Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH

In re:

AMMON EDWARD BUNDY,
Debtor.

Bankruptcy No. 24-23530
Chapter 7
Honorable William T. Thurman

# DECLARATION OF ROBERT A. FAUCHER REGARDING BUNDY MOTORS COMPANY'S RULE 2004 EXAMINATION

- I, Robert A. Faucher, declare and state as follows:
- 1. I am a partner in the Boise office of the law firm of Holland & Hart LLP and am licensed to practice law in the State of Idaho. I am admitted to this Court *pro hac vice* for this case. Along with my colleagues identified above, I am counsel for St. Luke's Health System, Ltd.,

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St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha D. Erickson, M.D., and Tracy W. Jungman, NP (collectively, the "St. Luke's Creditors"). I am familiar with the facts and proceedings in this matter and have personal knowledge of the matters stated in this Declaration.

- 2. The St. Luke's Creditors have been trying to recover their judgment against Debtor Ammon Bundy for almost a year before Debtor Ammon Bundy filed this bankruptcy case. This Court entered an order as Docket No. 111 granting the St. Luke's Creditors' motion to take a rule 2004 examination of Bundy Motors Company ("BMC").
- 3. Attached hereto as **Exhibit A** is a true and complete copy of a notice of personal service with respect to St. Luke's' service of the subpoena upon BMC on October 9, 2024.
- 4. Attached hereto as **Exhibit B is** a true and complete copy of the email string between me and Ryan Bundy, President of BMC, regarding the Subpoena and BMC's responses thereto. Exhibit B does not include BMC's document production. The entire document production is attached as **Exhibit C**. The second page of Exhibit C appears to show that BMC and Ryan Bundy jointly own an account.
- 5. In late 2023, a mortgagor of Debtor Bundy repaid approximately \$ 507,000 which the mortgagor owed to Debtor Bundy. The mortgagor made the payment to a straw man Debtor Bundy had used to conceal the transfer. The straw man, eventually becoming uneasy serving in the middle of Debtor Bundy's attempted fraudulent conveyance, insisted on returning the money to Debtor Bundy. However, Debtor Bundy, using yet another intermediary, Abish-husbondi Inc., nonetheless ultimately transferred nearly all of that money instead to BMC and/or his brother Ryan Bundy in March 2024. Specifically, after routing the money through the straw man and Abish-husbondi Inc., Debtor Bundy transferred \$425,000 of money to Ryan C. Bundy, BMC's President,

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on March 4, 2024. Attached hereto as Exhibit D is a true and complete copy of a Mountain

America Credit Union account statement for Abish-husbondi Inc., showing that Abish-husbondi

Inc. transferred \$425,000 to a Mountain America Credit Union account of Ryan Bundy on March

3, 2024.

6. Attached hereto as **Exhibit E** is a true and complete copy of an Estopped [sic]

Certificate, Release & Waiver executed by Debtor Ammon Bundy and Lisa Bundy in favor of

Global Trading & Investments, Inc. (the "Certificate"). The Certificate addresses "certain funds

belonging to Ammon E. and Lisa M. Bundy" that the Bundys are directing that Global Trading &

Investments, Inc. transmit to Abish-husbondi Inc. instead of to the Bundys.

7. Attached hereto as **Exhibit F** is a true and complete copy of an account statement

of a Mountain America Credit Union account owned by Abish-husbondi Inc. reflecting the deposit

of the wire referenced in Exhibit E into the Abish-husbondi account, in the amount of \$487,167.36

on January 24, 2024.

I declare under penalty of perjury under the laws of the United States that the foregoing is

true and correct.

Executed this 7th day of November, 2024.

/s/ Robert A. Faucher

Robert A. Faucher

3

## CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2024, I electronically filed the foregoing with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF user.

Matthew James Burne matthew.burne@usdoj.gov; james.gee@usdoj.gov;

lindsey.huston@usdoj.gov; rinehart.peshell@usdoj.gov; rachell.e.d.hughes@usdoj.gov; brittany.deweitt@usdoj.gov

George B. Hoffmann ghofmann@ck.law; mparks@ck.law

David W. Newman david.w.newman@usdoj.gov; james.gee@usdoj.gov;

lindsey.huston@usdoj.gov; rinehart.peshell@usdoj.gov; rachell.e.d.hughes@usdoj.gov; brittany.deweitt@usdoj.gov

Mark C. Rose trustee@mbt-law.com; UT32@ecfcbis.com

U.S. Trustee USTPRegion19.SK.ECF@usdoj.gov

## By U.S. First Class Mail with postage pre-paid:

Ammon Edward Bundy P.O. Box 1062 Cedar City, UT 84720

Ammon Edward Bundy 896 E 400 S New Harmony, UT 84757

Bundy Motors Company 361 Riverside Road Mesquite, NV 890-27

## By Internet E-mail upon:

Bundy Motors Company bundymotors27@gmail.com

## HOLLAND & HART LLP

/s/ Erik F. Stidham

Erik F. Stidham (Admitted Pro Hac Vice) Robert A. Faucher (Admitted Pro Hac Vice)

HOLLAND & HART LLP As local counsel

/s/ Engels Tejeda
Darren G. Reid (#11163)
Engels Tejeda (#11427)
Benjamin D. Passey (#19234)

Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP

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## UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

Ammon Edward Bundy Debtor

#### **DECLARATION OF SERVICE**

Case Number: 24-23530

eighteen (18) years, and not a party to the	, hereby declares and says: The action or related to any of the parties in the above <b>Examination</b> and delivered the same upon <b>Bun</b> y, Registered Agent for Bundy Motors	e entitled action. I received a
At:(Address) 361 Riverside Rd		
(City, State, Zip) Mesquite, NV 89027		
on the 9th day of October		
I also tendered and paid the sum of \$171.0	00, (Witness Fee Tendered), at the time and place	of service.
I declare under penalty of perjury pursuan	t to the law of the State of Idaho that the foregoing	ng is true and correct.
(Date) 10/10/2024		·
		PROCESS SERVER
Our Reference Number: 216471 Client Reference: > Lauren Wigginton	Subject and spouse were eating at the Spouse answered the door and left it fu at the table. When I asked for him she at telling her what it was loud enough for hand his rolled his eyes and shook his he available so I told her I was leaving it at fine. Vehicles with Ida tag 1M0696U and	Ily open so I could see Ryan Bundy asked what it was regarding. After him to hear she looked back at him ead. The wife then said he wasn't

Exhibit A, Page 1

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B2540 (Form 2540 - Subpoena for Rule 2004 Examination) (12/15)

	BANKRUPTCY COURT strict of Nevada
In re Ammon Edward Bundy Debtor	Case No. 24-23530 (United States Bankruptcy Court, District of Utah) Chapter7
SUBPOENA FOR I	RULE 2004 EXAMINATION
To: Bundy Motors Company (Name of person	on to whom the subpoena is directed)
	the time, date, and place set forth below to testify at an examination. A copy of the court order authorizing the examination is attached.
PLACE Holland & Hart LLP 9555 Hillwood Drive, 2nd Floor Las Vegas, NV 89134	DATE AND TIME October 30, 2024 9:30 a.m. PDT
	produce  kknywninknynynkaxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
attached - Rule 45(c), relating to the place of compliance	nade applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are Rule 45(d), relating to your protection as a person subject to a to respond to this subpoena and the potential consequences of not
Date: October 8, 2024  CLERK OF COURT	OR A
Signature of Clerk or Deputy Cler	Attorney's signature
The name, address, email address, and telephone number St. Luke's Health System, Ltd., who issues or reque Lauren Wigginton, Holland & Hart LLP, 9555 Hillwoo LDWigginton@hollandhart.com	sts this subpoena, are:

## Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

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B2540 (Form 2540 - Subpoena for Rule 2004 Examination) (Page 2)

## PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for (name of individual and title, if any): _ on (date)	
I served the subpoena by delivering a copy to the named person	as follows:
on (date)	; or
I returned the subpoena unexecuted because:	
Unless the subpoena was issued on behalf of the United States, or owitness the fees for one day's attendance, and the mileage allowed  My fees are \$ for travel and \$ for services,	by law, in the amount of \$
I declare under penalty of perjury that this information is tr	rue and correct.
Date:	
_	Server's signature
<u></u>	Printed name and title
_	Server's address

Additional information concerning attempted service, etc.:

# Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13) (made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

#### (c) Place of compliance.

- (1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:
- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
- (ii) is commanded to attend a trial and would not incur substantial expense.
- (2) For Other Discovery. A subpoena may command:
- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
  - (B) inspection of premises, at the premises to be inspected.

#### (d) Protecting a Person Subject to a Subpoena; Enforcement.

- (1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.
  - (2) Command to Produce Materials or Permit Inspection.
- (A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.
- (3) Quashing or Modifying a Subpoena.
- (A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:
  - (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
  - (iv) subjects a person to undue burden.
- (B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.
- (C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

#### (e) Duties in Responding to a Subpoena.

- (1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:
- (A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.
- (D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.
- (2) Claiming Privilege or Protection.
- (A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
  - (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.
- (g) Contempt. The court for the district where compliance is required and also, after a motion is transferred, the issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

#### EXHIBIT A

To Subpoena for Rule 2004 Examination, issued to Bundy Motors Company In Ammon Edward Bundy, Case No. 24-23530, United States Bankruptcy Court, District of Utah

You are obligated to produce the documents identified below, in accordance with the Definitions set forth below, no later than October 25, 2024. You shall produce copies of those documents at the following location:

Holland & Hart LLP 222 South Main Street Suite 2200 Salt Lake City, UT 84101

Or, you may deliver the documents to that location and make them available for copying by the parties who issued the subpoena. Or, you may deliver the documents in electronic form to:

efstidham@hollandhart.com and rfaucher@hollandhart.com

You shall identify, with respect to all of the produced Documents, the paragraph number of the request(s) below to which such Document is responsive.

#### **DEFINITIONS**

"Abish-husbondi" means Abish-husbondi Inc., a Wyoming corporation now known as Kekoa Grove, Inc.

"Bankruptcy Case" means *In re Ammon Edward Bundy*, Case No. 24-23530, United States District Court, District of Utah.

"Books" means Documents consisting of books and records of a business enterprise, including without limitation, articles of organization, articles of incorporation, by-laws, meeting minutes, stock transfer ledgers, stock register, stock certificates or other evidence of equity ownership, indemnification agreements and shareholders' agreements.

"Debtor" means Ammon E. Bundy.

"Document" or "Documents" shall mean the original, all copies and drafts of papers and writings and data of every kind, description and form, whether handwritten or typed, and all mechanical, magnetic media and electronic recordings, records and data of every kind, description and form, and all photographs of every kind, and including, without limiting the generality of the foregoing, the following: correspondence, letters, texts, voice messages, instant messages, notes, e-mails, computer files, memoranda, reports, notebooks, binders, drawings, studies, analyses, drafts, diaries, calendars, datebooks, appointment books, day-timers, intra- or inter-office communications, canceled checks, minutes, bulletins, circulars, pamphlets, telegrams, instructions, work assignments, messages (including reports, notes and memoranda of telephone

conversations and conferences), telephone statements, calendar and diary entries, desk calendars, appointment books, job or transaction files, books of account, ledgers, bank statements, promissory notes, invoices, charge slips, working papers, graphs, charts, lab books, lab notes, lab journals or notebooks, evaluation or appraisal reports, pleadings, transcripts of testimony or other documents filed or prepared in connection with any court or agency or other proceeding, deeds, mortgages, deeds of trust, contracts, agreements, assignments, instruments, charges, opinions, official statements, prospectuses, appraisals, feasibility studies, trust, releases of claims, charters, certificates, licenses, leases, invoices, computer printouts or programs, summaries, audio, video or sound recordings, cassette tapes, video recorded, electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents. "Documents" shall include "Electronically Stored Information" as defined herein. "Documents" shall include all of the foregoing transmitted through, or stored in, without limitation, the Signal messaging service. "Documents" shall mean all of the foregoing Documents in Your custody or control.

"Dono Custos" means Dono Custos, Inc. a Wyoming corporation.

"Electronically Stored Information" means information made, maintained, retained, stored, or archived by computer or electronic means in any medium, including but not limited to word processing documents, email, email attachments, databases, spreadsheets, writings, drawings, graphs, photographs, sound recordings, images, data, and data compilations. Electronically Stored Information shall include prior versions of information, as defined above, as well as all attachments, and shall include information stored on personal digital assistants, cell phones, Blackberries, personal laptop computers, hard drives, portable hard drives, and other similar devices.

"Financial Account Statements" means Documents, including account statements and correspondence, with respect to any financial accounts, including without limitation bank accounts, credit union accounts, securities accounts, credit card accounts, commodities accounts, retirement accounts, 401(k) accounts, Roth accounts, IRA accounts and investment accounts, including all attachments to such statements (such as copies of checks); provided, however, that the term does not include the Already-Obtained Statements.

"Financial Records" means Documents consisting of Financia Account Statements, financial records and software of a business enterprise, whether or not incorporated, including without limitation account and other ledgers, bookkeeping data, accounting data, QuickBooks, etc.

"Other Entities" means Bundy Brazilian Steakhouse, and, in addition, any business enterprise, whether or not incorporated, in which Debtor during the period January 1, 2022 (i) was an officer, (ii) was a director, (iii) held 10% or more of the equity, (iv) was a manager; or (v) was a manager; and "Other Entity" means any of them.

"Petition Date" means July 17, 2024.

"You" means Bundy Motors Company, your agents, attorneys, employees, representatives, investigators, consultants and attorneys, and "Your" is the possessive form of You.

**EXHIBIT A TO SUBPOENA - 2** 

## **Documents You are Obligated to Produce**

- 1. All Books of You from January 1, 2022-present.
- 2. All Financial Records of You from January 1, 2022-present.
- 3. All Financial Account Statements of You from January 1, 2022-present.
- 4. All Documents exchanged between You and Ammon Bundy from January 1, 2022-present.
- 5. All Documents reflecting any transactions on and after January 1, 2022 between You and any of these persons: Debtor; Lisa Bundy; Abish-husbondi; Dono Custos; and any Other Entity.

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This order is SIGNED.

Dated: October 1, 2024





Order Prenared and Submitted by:

Erik F. Stidham (Idaho Bar No. 5483) (Admitted pro hac vice) Robert A. Faucher (Idaho Bar No. 4745) (Admitted pro hac vice) HOLLAND & HART LLP 800 W. Main Street, Suite 1750 Boise, ID 83702-7714 Telephone: (208) 342-5000

Darren G. Reid (11163) Engels Tejeda (11427) Benjamin D. Passey (19234) HOLLAND & HART LLP 222 S. Main Street, Suite 2200 Salt Lake City, UT 84101 Telephone: (801) 799-5800 dgreid@hollandhart.com ejtejeda@hollandhart.com bdpassey@hollandhart.com

efstidham@hollandhart.com rfaucher@hollandhart.com

Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH

Bankruptcy No. 24-23530 In re: Chapter 7 AMMON EDWARD BUNDY, Honorable William T. Thurman Debtor.

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Case 24-23530 Doc 111 Filed 10/01/24 Entered 10/01/24 16:29:50 Desc Main Document Page 2 of 3

ORDER GRANTING THE ST. LUKE'S CREDITORS' MOTION PURSUANT TO FED.R.BANKR.PRO. 2004 FOR AN ORDER AUTHORIZING AN EXAMINATION OF, AND PRODUCTION OF DOCUMENTS BY, BUNDY MOTORS COMPANY

The Court having reviewed and considered The St. Luke's Creditors' Motion Pursuant to Fed. R. Bankr. Pro. 2004 for an Order Authorizing an Examination of, and Production of Documents by, Bundy Motors Company (the "Motion"); and

Good cause appearing therefor,

## IT IS HEREBY ORDERED THAT:

- 1. The Motion is GRANTED.
- 2. St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd. Chris Roth, Natasha Erickson and Tracy Jungman, or any of them, are authorized to issue subpoenas to Bundy Motors Company (1) for production of documents by it with at least 14 days' prior written notice; and (2) for an oral examination of it with at least 14 days' prior written notice.

----- End of Document -----

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## **DESIGNATION OF PARTIES TO BE SERVED**

Service for the foregoing Order shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system.

Mark C. Rose

trustee@mbt-law.com

McKay, Burton & Thurman, P.C.

U.S. Trustee

USTPRegion19.SK.ECF@usdoj.gov

Darren G. Reid Engels Tejeda Benjamin D. Passey Erik F. Stidham Robert A. Faucher Holland & Hart LLP dgreid@hollandhart.com ejtejeda@hollandhart.com bdpassey@hollandhart.com efstidham@hollandhart.com rfaucher@hollandhart.com

By U.S. Mail / Electronic Mail: In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served Notice pursuant to Fed. R. Civ. P. 5(b).

By U.S. First Class Mail – postage prepaid:

Ammon Edward Bundy, pro se P.O. Box 1062 Cedar City, UT 84721

Dated: October \_\_\_\_, 2024.

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From: Ryan Bundy <bundymotors27@gmail.com>

Sent: Tuesday, November 5, 2024 8:48 PM

**To:** Robert Faucher **Subject:** Re: Bundy Motors

#### **External Email**

Be it known now and forever, I will not send you any additional information nor will I comply with any court order or subpoena.

You desire and intent to force from me the truth all the while this entire case is based upon lies. Ammon Bundy is the most noble man I know. He is honest, He is brave, and he stands for the downtrodden to bear them up in their most terrible time of need. Such is the case when St. Luke's Hospital viscously kidnaped baby Sirus from his loving and caring parents. Who went, in good faith, to St. Lukes for medical help because they knew their baby was struggling with something. But instead of helping St. Luke compounded the troubles upon those good and loving parents and their baby Sirus by falsely treating them as though they were child abusers, attempting to send their son into foster care. My hell what kind of monsters are they?

St, Luke's defamation lawsuit against Ammon is nothing but lies. St. Luke's are the guilty ones of defamation against him, while all that he said of them is substantiated truth.

So while the truth is that Ammon does not have ownership in Bundy Motors. You have no right to know more of my company. So go to hell with any further inquiry.

I am not your slave, nor subject, nor serf. Nor am I subject, serf or slave to any court.

Ryan Bundy

On Tue, Nov 5, 2024 at 7:29 PM Ryan Bundy <<u>bundymotors27@gmail.com</u>> wrote: Robber Foucker,

Be it known now and forever, I will not send you any additional inq

On Tue, Nov 5, 2024 at 4:10 PM Robert Faucher < RFaucher@hollandhart.com > wrote:

Mr Bundy,

I write in response to your October 25 email.

**BMC's October 25 Document Production** 

The October 25 document production of Bundy Motors Company ("BMC") was wholly unsatisfactory.

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We know that there is a commercial relationship between BMC and Ammon Bundy because, among other things, he features prominently in BMC's online marketing. He roams freely through what appears to be BMC's business premises. He lauds its products.

I've attached our subpoena. Please refer to it again. It obligates BMC to produce the documents identified there.

Instead, BMC has produced a single heavily-redacted page of an unidentifiable bank/credit union account statement (the "Produced Page") and one other document. Of course, this is a wholly insufficient production as compared to the documents subject to the subpoena.

In your e-mail below, you represent that Ammon Bundy is not a shareholder of BMC. However, you haven't produced any of the subpoenaed documents that would document this contention. Furthermore, the documents demanded in the subpoena are not limited to the question of whether Ammon Bundy is a shareholder. BMC has no basis whatsoever to refuse to comply with a subpoena on the grounds that Ammon Bundy is ostensibly not a shareholder of BMC.

Discovery to be Directed to Ryan Bundy

I would point out that BMC and you appear to be co-owners of the account that is the subject of the Produced Page. This further supports my contention from yesterday that you, too, have a relationship with Ammon Bundy. We will explore that that relationship in discovery directed to you personally.

**Further Document Production** 

Because BMC's document production is wholly unsatisfactory, I would reiterate my demand that it comply with the subpoena to avoid a motion to compel from my clients. Please cause BMC to produce all of the subpoenaed documents by tomorrow, November 5. Absent a fulsome and complete production, my client will be moving to compel production of the documents.

**Deposition** 

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While I appreciate your unequivocal statement that BMC will not be appearing at the scheduled deposition, I would ask it to reconsider. There is no basis for BMC not to appear. My clients will move to compel its appearance should BMC maintain its present stance that it will not be appearing. Please let me know if BMC is willing to consent to a deposition on a date we can mutually agree upon.

Conclusion

While I appreciate your attention to date to our e-mail exchange, the substance of that exchange, and BMC's refusal to cooperate, are wholly unsatisfactory. I would again ask it to reconsider its approach to the lawful subpoena.

## **Bob Faucher**

Partner, Holland & Hart LLP

rfaucher@hollandhart.com | T: (208) 383-3941 | M: (208) 283-6781 | F: (208) 343-8869

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: Ryan Bundy < bundymotors27@gmail.com >

Sent: Friday, October 25, 2024 10:55 AM

To: Robert Faucher < <a href="mailto:RFaucher@hollandhart.com">RFaucher@hollandhart.com</a>>

Subject: Re: Bundy Motors

**External Email** 

#### Robert Foucher

As your clients' goals are to understand the commercial relationship between Bundy Motors Company and you, on the one hand, with Ammon Bundy and Abish-husbondi Inc. on the other hand, I will comply with your request for documents.

Attached you will find the Articles of Incorporation for BUNDY MOTORS, and a bank statement.

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 19 of 41

The relationship between BUNDY MOTORS and I are that I am the owner and 100% shareholder of the company.

Ammon Bundy is not the owner and holds 0% shares in the company

ABISH-HUSBONDI INC. has no association with BUNDY MOTORS

I will not be traveling to Las Vegas to attend your deposition.

Sincerely

Ryan Bundy

On Thu, Oct 24, 2024 at 1:10 PM Robert Faucher <RFaucher@hollandhart.com> wrote:

Mr. Bundy,

Thanks again for your response. I very much appreciate your prompt and frank statements.

I offer below some thoughts from my perspective. I look forward to hearing your responses. I appreciate your offer of cooperation.

First, it is now clear to me that we will need to subpoen documents from you personally and take a deposition of you personally. In order for me to do that, I need a court order permitting that. After I obtain my order, I will issue a subpoen to you personally.

I would suggest that we conduct the examination of you and Bundy Motors Company at the same time, to minimize the disruption to you.

You do not have the right to be paid compensation. Bundy Motors Company is a fact witness. Bundy Motors Company and you have participated in transactions with Ammon Bundy and we have the right to inquire about those things. That's why the court entered an order allowing us to subpoen Bundy Motors Company, and that's why the court will enter an order allowing us to subpoen you.

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 20 of 41

Fact witnesses cannot successfully demand compensation. With the exceptions discussed in the next few paragraphs, fact witnesses are not entitled to money. You specifically mention involuntary servitude. Courts reject that idea: "The prohibition against involuntary servitude in the Thirteenth Amendment does not apply when an individual owes a public duty to provide evidence in a court of law. Courts have upheld the constitutionality of a statute providing for insignificant material witness fees when the witness attacked the statute on involuntary servitude grounds. Compelling a person to perform his or her civic duty to testify in a court of law, even under the threat of contempt or criminal sanctions, does not violate the prohibition against involuntary servitude." State v. McKinney, 743 N.W.2d 550 (Iowa 2008).

As the quotation above suggests, witnesses are entitled to witness fees. I have already paid Bundy Motors Company the federal witness fee. I will pay you a second federal witness fee in connection with me subpoenaing you personally. Witnesses are entitled to mileage fees. I've already paid Bundy Motors Company mileage. Since you'll be only making a single trip to Las Vegas, I'm not inclined to pay you a second mileage fee.

As far as the cost of producing the documents is concerned, the party producing the documents typically bears those costs. However, there is law on "cost sharing," under which the party that has issued the subpoena shares in the cost imposed on the party producing the documents. That's atypical. If Bundy Motors Company feels that this would be an appropriate case for cost-sharing, please articulate that request and the basis for it. This doesn't seem to me to be a case for cost-sharing because there won't be thousands of responsive documents. However, if you have a different idea, let me know.

More generally, I'm happy to work with you to minimize the burden upon Bundy Motors Company as long as my clients can get the discovery to which they are entitled.

As far as my clients' goals, they are to understand the commercial relationship between Bundy Motors Company and you, on the one hand, with Ammon Bundy and Abish-husbondi Inc. on the other hand.

As of this moment, I have served Bundy Motors Company with a valid subpoena, together with the appropriate witness and mileage fees. It is legally obligated to perform, and I expect it to fulfil its obligations under that subpoena. That means it must produce the documents tomorrow and attend the examination in Las Vegas on October 30.

If Bundy Motors Company is not going to comply with the subpoena, I would ask that Bundy Motors Company file a motion with the Nevada court to quash the subpoena prior to the date of first performance, tomorrow, October 25. If my clients incur costs and Bundy Motors Company doesn't perform, then my clients would have a likelihood of recovering its fees and costs from Bundy Motors Company. So, for example, when I go to Las Vegas to take Bundy Motors Company's examination on October 30, were Bundy Motors Company not to show

# Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 21 of 41

up, then my clients would probably win an order from the Court obligating Bundy Motors Company to pay those fees and costs (the court reporter, airfare, etc.) to my client.

With all that as prologue, I would ask you to get back to me on these fives issues, preferably by tomorrow, when Bundy Motors Company's documents are due:

- 1. It isn't necessary for Bundy Motors Company to go to Las Vegas tomorrow to produce the documents. You can UPS or FedEx them to me, or my firm's Las Vegas office, or you can transmit them to me electronically. Let me know how you wish to proceed.
- 2. If you would prefer to have the October 30 deposition somewhere other than Las Vegas, I would likely be flexible. Let me know.
- 3. If Bundy Motors Company is flatly refusing to produce the documents on October 25 or appear at the deposition on October 30, please unequivocally let me know that now. Then, I can bring my motion to compel with the Court without having to incur a bunch of fees and travel costs that my clients would seek to recover from Bundy Motors Company if Bundy Motors Company simply fails to show up without advance warning.
- 4. If you want to put the document production and the deposition off for 3-4 weeks so that I can subpoena you and Bundy Motors Company for a single production and a single deposition, let me know what dates and location work for the single document production and the single deposition. If you request we proceed that way, I want to set certain dates and I would like you to acknowledge that you intend to appear on those dates on behalf of both Bundy Motors Company and yourself.
- 5. I'm happy to entertain a proposal from you for cost-sharing on the document production.

Thanks again. I look forward to hearing from you.

## **Bob Faucher**

Partner, Holland & Hart LLP

rfaucher@hollandhart.com | T: (208) 383-3941 | M: (208) 283-6781 | F: (208) 343-8869

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

From: Ryan Bundy < <a href="mailto:bundymotors27@gmail.com">bundymotors27@gmail.com</a> Sent: Thursday, October 24, 2024 10:05 AM

To: Robert Faucher <a href="mailto:RFaucher@hollandhart.com">RFaucher@hollandhart.com</a>

**Subject:** Bundy Motors

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 22 of 41

External Email
----------------

Dear Mr. Faucher

To make matters clear this is Ryan Bundy who is writing.

- 1) I, Ryan Bundy, am the sole owner of Bundy Motors. Ammon Bundy is not an owner.
- 2) If you wish for me to attend your deposition, or to produce the documents you desire, like you, I do not work for free. I require advance compensation for the days spent in your service. If you wish to purchase my time and services my daily rate is \$10,000.00 plus traveling expenses. Please send payment in advance to schedule an appointment. If you expect service without compensation then you advocate involuntary servitude, which is a thing that is outlawed by the 13th amendment.
- 3) To "cooperate" means to work together to accomplish a common goal. Cooperation is impossible if the goal is not in common. So I must inquire as to what your goal is. If your goal aligns with my goals then perhaps we may be able to cooperate.

Sincerely

Ryan Bundy

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main ment

Page 23 of 4th HECKING STATEMENT

SMALL BUSINESS

Account Number:

Statement Date:

9/30/24

Page:

1 of 11

**BUNDY MOTORS** RYAN C BUNDY 361 RIVERSIDE RD MESQUITE NV 89027-5905

Page:

1

Branch-

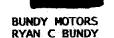
Be familiar with the top 3 signs of a scam. They include the following:
1. Callers ask for codes the bank texts to you. NEVER reveal those!
2. Alerts for fake purchases that were never attempted. Call us or download SBSU's Card App to get alerts when your card is used!
3. Text messages that contain links. SBSU does not send links in texts.

Account Name

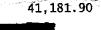
## Account Number

Balance

- SMALL BUSINESS SMALL BUSINESS



ACCT



23,042.43 35,095.75 16,956.28 Beginning Balance Deposits / Misc Credits Withdrawals / Misc Debits 9/01/24 20 104 **Ending Balance** 41,181.90 9/30/24 .00 service Charge 27,612

Average Collected Balance Enclosures

## MISCELLANEOUS CREDITS

Deposits	withdrawals	Activity Description
116.22		STRIPE/TRANSFER
1,164.90		STRIPE/TRANSFER
116.22		STRIPE/TRANSFER
1,334.52		STRIPE/TRANSFER
1,164.90		STRIPE/TRANSFER
1,164.90		STRIPE/TRANSFER
	116.22 1,164.90 116.22 1,334.52 1,164.90	116.22 1,164.90 116.22 1,334.52 1,164.90



Member FDIC

Case 24-23530 Doc 184

FRANCISCO V. AGUILAR

Secretary of State

DEPUTY BAKKEDAHL

Deputy Secretary for Commercial Recordings Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document OF Page 24 of 41

Commercial Recordings & Notary Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall

North Las Vegas City Hall 2250 Las Vegas Blvd North, Suite 400 North Las Vegas, NV 89030 Telephone (702) 486-2880 Fax (702) 486-2888

Ryan Bundy 361 Riverside Rd Mesquite, NV 89027, USA Work Order #: W2024072202222

July 22, 2024 Receipt Version: 1

**Special Handling Instructions:** Submitter ID: 832139

Charges

Description	Fee	Filing Number	Filing	Filing Status	Qty	Price	Amount
	Description		Date/Time				
Articles of Incorporation- For-Profit  1,000,000@0.0001 Authorized = \$100.00 HOF No Par Values Shares 0 Authorized Value \$1,000.00	Fees	20244200072	7/22/2024 7:11:50 PM	InternalReview	1	\$75.00	\$75.00
Initial List	Fees	20244200074	7/22/2024 7:11:50 PM	InternalReview	1	\$150.00	\$150.00
Initial List	Business License Fee	20244200074	7/22/2024 7:11:50 PM	InternalReview	1	\$500.00	\$500.00
Total							\$725.00

OFFICE OF THE

**SECRETARY OF STATE** 

**Payments** 

Туре	Description	Payment Status	Amount
Credit Card	7217007197996083703082	Success	\$725.00
Credit Card	Service Fee	Success	\$18.13
Total			\$743.13

**Credit Balance:** \$0.00

Ryan Bundy 361 Riverside Rd Mesquite, NV 89027, USA Case 24-23530 Doc 184

FRANCISCO V. AGUILAR

Secretary of State

DEPUTY BAKKEDAHL

Deputy Secretary for Commercial Recordings Entered 11/07/24 18:19:28 Desc Main ge 25 0 41



**SECRETARY OF STATE** 

Commercial Recordings & Notary Division 401 N. Carson Street Carson City, NV 89701 Telephone (775) 684-5708 Fax (775) 684-7138

North Las Vegas City Hall 2250 Las Vegas Blvd North, Suite 400 North Las Vegas, NV 89030 Telephone (702) 486-2880 Fax (702) 486-2888

Ryan Bundy 361 Riverside Rd Mesquite, NV 89027, USA Work Order #: W2024072202222

July 22, 2024 Receipt Version: 1

**Special Handling Instructions:** Submitter ID: 832139

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Articles of Incorporation-For-Profit  1,000,000@0.0001 Authorized = \$100.00 H Of No Par Values Shares 0 Authorized Value \$1,000.00	Fees	20244200072	7/22/2024 7:11:50 PM	InternalReview	1	\$75.00	\$75.00
Initial List	Fees	20244200074	7/22/2024 7:11:50 PM	InternalReview	1	\$150.00	\$150.00
Initial List	Business License Fee	20244200074	7/22/2024 7:11:50 PM	InternalReview	1	\$500.00	\$500.00
Total							\$725.00

**Payments** 

Туре	Description	Payment Status	Amount
Credit Card	7217007197996083703082	Success	\$725.00
Credit Card	Service Fee	Success	\$18.13
Total			\$743.13

**Credit Balance:** \$0.00

Ryan Bundy 361 Riverside Rd Mesquite, NV 89027, USA Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main

## FRANCISCO V. AGUILAR

Secretary of State

## DEPUTY BAKKEDAHL

Deputy Secretary for Commercial Recordings



Commercial Recordings Division 401 N. Carson Street Carson City, NV 89701 Telephone (775) 684-5708 Fax (775) 684-7138

North Las Vegas City Hall 2250 Las Vegas Blvd North, Suite 400 North Las Vegas, NV 89030 Telephone (702) 486-2880 Fax (702) 486-2888

## **Business Entity - Filing Acknowledgement**

07/22/2024

**Work Order Item Number:** W2024072202222 - 3819401

**Filing Number:** 20244200072

**Filing Type:** Articles of Incorporation-For-Profit

**Filing Date/Time:** 07/22/2024 19:11:50 PM

Filing Page(s): 2

**Indexed Entity Information:** 

Entity ID: E42000732024-9 Entity Name: Bundy Motors

Entity Status: Active Expiration Date: None

Non-Commercial Registered Agent

Ryan Bundy

361 Riverside Rd, Mesquite, NV 89027, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FRANCISCO V. AGUILAR Secretary of State Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main

## FRANCISCO V. AGUILAR

Secretary of State

## DEPUTY BAKKEDAHL

Deputy Secretary for Commercial Recordings



Commercial Recordings Division 401 N. Carson Street Carson City, NV 89701 Telephone (775) 684-5708 Fax (775) 684-7138

North Las Vegas City Hall 2250 Las Vegas Blvd North, Suite 400 North Las Vegas, NV 89030 Telephone (702) 486-2880 Fax (702) 486-2888

## **Business Entity - Filing Acknowledgement**

07/22/2024

**Work Order Item Number:** W2024072202222 - 3819402

**Filing Number:** 20244200074

Filing Type: Initial List

**Filing Date/Time:** 07/22/2024 19:11:50 PM

Filing Page(s): 2

**Indexed Entity Information:** 

Entity ID: E42000732024-9 Entity Name: Bundy Motors

Entity Status: Active Expiration Date: None

Non-Commercial Registered Agent

Ryan Bundy

361 Riverside Rd, Mesquite, NV 89027, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FRANCISCO V. AGUILAR Secretary of State

Sase 24-<del>22500</del>0sc**Do**cAt84LAFiled 11/07/24 Entered 1 Secretary of State Document Page 28 of 4

401 North Carson Street Carson City, Nevada 89701-4201 (775) 684-5708
Website: www.nvsos.gov

www.nvsilverflume.gov

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	<b>Formation - Profit</b>	t Corporation	
₩ NRS7	Articles of Incorporation  Domestic Corporation	NRS 80 - Foreign Corporation	
☐ NRS 8	9 - Articles of Incorporation Professional Corporation	NRS 80 - Foreign Corporation Professional Corporation	
	☐ <b>78A Formation - (</b> (Name of closed corporation MUST	Close Corporation appear in the below heading)	
Articles of Formation of	·	a close corporation (NRS 78A)	
TYPE OR PRINT - USE DARK IN	K ONLY - DO NOT HIGH LIGHT		
1. Name of Entity: (If foreign, name in home jurisdiction)	<b>Bundy Motors</b>		
2. Registered Agent for Service of Process: (Check only one box)		nmercial Registered Agent ne and address below)  Office or position with Entity (title and address below)	, ]
one box)	Name of Registered Agent <b>OR</b> Title of Office or P	Position with Entity	
	361 Riverside Rd	Mesquite Nevada 89027	
	Street Address	City Zip Code Nevada	
	Mailing Address (If different from street address)		
2a. Certificate of Acceptance of Appointment of		t for the above named Entity. If the registered agent is t a separate signed Registered Agent Acceptance form.  07/22/2024	
Registered Agent:	Authorized Signature of Registered Agent or On Behal	If of Registered Agent Entity Date	
3. Governing Board: (NRS 78A, close corporation only, check one box; if yes, complete article 4 below)	This corporation is a close corporation opera	ating with a board of directors	0
4. Names and	1) Ryan Bundy		
Addresses of the Board of Directors/	Name 361 Riverside Rd	Mesquite NV 89027	٦
Trustees or	Address	City State Zip Code	┙
Stockholders			
(NRS 78: Board of Directors/ Trustees is required.			
NRS 78a: Required if the Close Corporation is governed by a board of directors.			
NRS 89: Required to have the Original stockholders and directors. A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing. See instructions)			
5. Jurisdiction of Incorporation: (NRS 80 only)	5a. Jurisdiction of incorporation:	<b>5b.</b> I declare this entity is in good standing in the jurisdiction of its incorporation.	

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main

FRANCISCO V. AGUILAR Documen **Secretary of State 401 North Carson Street** Carson City, Nevada 89701-4201 (775) 684-5708

Website: www.nvsos.gov

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# Page 29 of 41 Formation profit Corporation

Continued, Page 2

	www.mvonvername.gov				
6. Benefit Corporation: (For NRS 78, NRS 78A, and NRS 89, optional. See instructions.)	By selecting Yes you are indicating the benefit corporation pursuant to NRS C general or specific public benefit. The created must be disclosed in the below	hapter 7 purpose	8B with a purpos for which the be	se of creating a	Yes
7. Purpose/Profession to be practiced: (Required for NRS 80, NRS 89 and any entity selecting Benefit Corporation. See instructions.)	manufacture automative parts				
8. Authorized	Please indicate the break down of all of	corporate	shares and the	par value.	
Shares: (Number of shares corporation is authorized to issue)	Number of Authorized shares with Par value:	1000000		Par value: \$ .	0001
	Number of common shares with Par value:	0		Par value: \$ (	)
	Number of preferred shares with Par value:	0		Par value: \$ (	)
	Number of shares with no par value:	· ·		i αι vaido. ψ	
	Foreign Corporations, NRS 80 only:		□ -		
	This is a corporation is a unlimited stock corporatio	nn.	_	nis is a corporation is a on-stock corporation.	
	If more than one class or series of stock is author			•	t of naner
Signature of: Officer making the statement or Authorized Signer for NRS 80.  Name, Address and Signature of the Incorporator for NRS 78, 78A, and 89. NRS 89 - Each Organizer/ Incorporator must be a licensed professional.	herein is correct and acknowledge tha knowingly offer any false or forged ins  Ryan Bundy  Name  361 Roverside Rd  Address  X Ryan Bundy	strument	Mesquite City (attack	United States Country  NV State ch additional page if ne	89027 Zip/Postal Code cessary)
AN INITIAL	Please include any required or opti				FILING
	(attach additional pa		-	doo bolow.	

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 30 of 41



FRANCISCO V. AGUILAR Secretary of State 401 North Carson Street Carson City, Nevada 89701-4201 (775) 684-5708

Website: www.nvsos.gov www.nvsilverflume.gov

# Initial List and State Business License Application

	Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:
Bun	dy Motors
NAME	OF ENTITY
TYPE	OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT
	RTANT: Read instructions before completing and returning this form.  indicate the entity type (check only one):
<b>Y</b>	Corporation  This corporation is publicly traded, the Central Index Key number is:  Filed in the Office of Business Number E42000732024-9 Filing Number Stumper
	Nonprofit Corporation (see nonprofit sections below)  Secretary of State State Of Nevada  State Of Nevada  Number of Pages 20244200074  Filed On 07/22/2024 19:11:50 PM  Number of Pages 2
Ш	Limited-Liability Company
	Limited Partnership
	Limited-Liability Partnership
	Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)
	Business Trust
Additi	onal Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.
Pursua	CONLY IF APPLICABLE Int to NRS Chapter 76, this entity is exempt from the business license fee.  1001 - Governmental Entity  1006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number
	enprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, es \$200.00. Those claiming and exemption under 501(c) designation must indicate by checking box below.
	Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.  Exemption Code 002
organiz	onprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other zation that qualifies as a tax-exempt organization pursuant to 26 U.S.C \$ 501(c) are excluded from the requirement to obtain a state business below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of
these of	categories please submit \$200.00 for the state business license.  Unit-owners' Association  Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. \$501(c)
	nprofit entities formed under NRS Chapter 82 and 80: <u>Charitable Solicitation Information - check applicable box</u>
_	ne Organization intend to solicit charitable or tax deductible contributions?
=	No - no additional form is required  You - the *Charitable Solicitation Registration Statement* is required.
	Yes - the *Charitable Solicitation Registration Statement* is required. The Organization claims exemption pursuant to NRS 82A 210 - the *Exemption From Charitable Solicitation Registration Statement* is required
	**Failure to include the required statement form will result in rejection of the filing and could result in late fees.**

Case 24-23530 Doc 184 Filed 11/07/24 Entered 11/07/24 18:19:28 Desc Main Document Page 31 of 41



FRANCISCO V. AGUILAR Secretary of State 401 North Carson Street Carson City, Nevada 89701-4201 (775) 684-5708

Website: www.nvsos.gov www.nvsilverflume.gov

# Initial List and State Business License Application - Continued

## Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE <u>Director</u> :		
Ryan Bundy		USA
Name		Country
361 Riverside Rd	Mesquite	NV 89027
Address	City	State Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

X Ryan Bundy	Director	07/22/2024
Signature of Officer Manager Managing	Title	Date

Member, General Partner, Managing Partner, Trustee, Member, Owner of Business, Partner or Authorized Signer FORM WILL BE RETURNED IF

UNSIGNED



## **DOMESTIC CORPORATION (78) CHARTER**

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Bundy Motors** did, on 07/22/2024, file in this office the original Articles of Incorporation-For-Profit that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.



Certificate Number: B202407224820467 You may verify this certificate

online at https://www.nvsilverflume.gov/home

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 07/22/2024.

Uffqulan

FRANCISCO V. AGUILAR Secretary of State



## **NEVADA STATE BUSINESS LICENSE**

**Bundy Motors** 

## Nevada Business Identification # NV20243165189 Expiration Date: 07/31/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202407224820468

You may verify this certificate

online at https://www.nvsilverflume.gov/home

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 07/22/2024.

FRANCISCO V. AGUILAR Secretary of State

## Document Page 34 of

Desc Main

Page 1 of 3

VVVVVV 4 O 4 O

ACCOUNT NUMBER: XXXXXX4849

STATEMENT OF ACCOUNT

STATEMENT DATE: 03/01/24 - 03/31/24

801-325-6228 • 1-800-748-4302

macu.com

ABISH HUSBONDI INC PO BOX 1062 CEDAR CITY UT 84721

P.O. BOX 2331 • SANDY, UT • 84091

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## **TOTAL SHARES**

PRIM	MARY SAVINGS - ID 01		
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01	Previous Balance		425,387.68
03/04	Withdrawal Transfer	-425,000.00	387.68
	To BUNDY,RYAN C XXXXXXXXXX Share 50		
	SHORTTERM LOAN		
03/16	Deposit Transfer	1,138.57	1,526.25
	From STARLITE ENTERPR XXXXXXXXXX Share 50		
	S50 TO S01Hamilton fort land payment 0001		
03/21	Withdrawal Home Banking Transfer To Share 50	-1,525.25	1.00
03/31	Deposit Dividend 0.050%	1.77	2.77
	Annual Percentage Yield 0.050% from 03/01/24 through 03/31/24.		
	Ending Balance		2.77
	Dividend Earned Year to Date	19.01	

## Withdrawals and Other Charges

DATE AMOUNT DESCRIPTION DATE AMOUNT DESCRIPTION
03/04/24 425,000.00 Withdrawal Transfer 03/21/24 1,525.25 Withdrawal Home Banking

2 Withdrawals and Other Charges \$426,525.25

## **Deposits and Other Credits**

DATEAMOUNTDESCRIPTIONDATEAMOUNTDESCRIPTION03/16/241,138.57Deposit Transfer03/31/241.77Deposit Dividend

2 Deposits and Other Credits \$1,140.34

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BUS	INESS CHECKING - ID 50		
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
03/01 03/05	Previous Balance		7,284.76 284.76
03/06	Entry Class Code: CCD Withdrawal ANDREW PATCHET TYPE: BILL PAYMT CO: ANDREW PATCHET	-500.00	-215.24
03/06	Withdrawal Overdraft ACH	-25.00	-240.24
03/12	Deposit by Check	1,500.00	1,259.76
03/16	Deposit Transfer	1,138.57	2,398.33
03/21	Withdrawal JEWEL FRANKLINTYPE: BILL PAYMT CO: JEWEL FRANKLIN Entry Class Code: PPD	-2,000.00	398.33
03/21	Deposit Home Banking Transfer From Share 01	1,525.25	1,923.58
03/22	Withdrawal Debit Card	-553.72	1,369.86
03/23	Withdrawal POS #00000084698SHIVWITS CONVENIENCE STO 5861 W OLD HIGHWAY 91 IVINS UT	-74.00	1,295.86
03/24	Withdrawal Debit Card	-9.18	1,286.68
03/26	Withdrawal POS #000000225200 CEDAR BAND TRAVEL PLAZA 3748 SOUTH OLD HWY 91 CEDAR CITY UT	-83.52	1,203.16
03/27	Withdrawal POS #000000346076 K B EXPRES 812 W 200 N US CEDAR CITY UT	-8.42	1,194.74
03/28	Withdrawal Debit Card	-10.82	1,183.92
03/29	Deposit by Check	5,280.00	6,463.92
03/31	Deposit Dividend Tiered Rate	0.53	6,464.45
03/31	Withdrawal Analysis Fee	-15.00	6,449.45
	Ending Balance		6,449.45
	Dividend Earned Year to Date	53.70	

TOTAL FEES:	FOR THIS PERIOD:	YEAR-TO-DATE:
OVERDRAFT:	25.00	25.00
UNPAID ITEM:	0.00	0.00

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STATEMENT OF AGGGGTT

ACCOUNT NUMBER: XXXXXX4849

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ATM Withdrawals	and	Other	Charges
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<u>DATE</u>	<u>AMOUNT</u>	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
03/22/24	553.72	Withdrawal Debit Card	03/26/24	83.52	Withdrawal POS
03/23/24	74.00	Withdrawal POS	03/27/24	8.42	Withdrawal POS
03/24/24	9.18	Withdrawal Debit Card	03/28/24	10.82	Withdrawal Debit Card

6 ATM Withdrawals and Other Charges \$739.66

## Withdrawals and Other Charges

<u>DATE</u>	<u>AMOUNT</u>	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
03/05/24	7,000.00	Withdrawal	03/21/24	2,000.00	Withdrawal
03/06/24	500.00	Withdrawal	03/31/24	15.00	Withdrawal Fee
03/06/24	25.00	Withdrawal Fee			

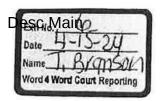
5 Withdrawals and Other Charges \$9,540.00

## **Deposits and Other Credits**

-					
<u>DATE</u>	<u>AMOUNT</u>	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
03/12/24	1,500.00	Deposit by Check	03/29/24	5,280.00	Deposit by Check
03/16/24	1,138.57	Deposit Transfer	03/31/24	0.53	Deposit Dividend
03/21/24	1,525.25	Deposit Home Banking Transfer			

<sup>5</sup> Deposits and Other Credits \$9,444.35

## **YEAR-TO-DATE SUMMARY**



## ESTOPPED CERTIFICATE, RELEASE & WAIVER

## Recitals

Global Trading & Investments, Inc., an Idaho corporation ("GT&I") is in possession of certain funds belonging to Ammon E. and Lisa M. Bundy (collectively "Bundy"). GT&I and its principals desire to distribute the funds to Bundy (or to such party or parties as Bundy directs) and upon distributions be released of any further liability with regards to said funds.

## Estoppel, Release & Waiver

NOWTHEREFORE, for good and valuable consideration, and GT&I's reliance on Bundy's execution of this instrument, the parties to this agreement represent and agree to the following:

- A. Waiver of Accounting. Bundy waives any further accounting of the funds. Upon receipt of the signed release GT&I shall cause to be disbursed to Abishhusband, Inc., the sum of \$487,167.36 (\$507,167.36473,000 less \$\$20,000.00).
- B. Full & Complete Distribution. Except for the \$20,000 fee the distribution represents a full and complete satisfaction of Bundy's interest in the funds and GT&I's obligation to Bundy.
- C. Release. Bundy releases and forever discharges GT&I, their officers, directors, shareholders, agents, attorneys, accountants and/or other representatives, from all actions, claims and demands whatsoever including but not limited to any claim(s) relating to the Loan Servicing and Stock Investment Arrangements, and any other act, matter, cause, or thing whatsoever arising out of the aforesaid transactions or the administration of such funds received from Bundy. Bundy understands that they have the right to obtain advice concerning this instrument from independent legal counsel of their choice, at their cost, and represents that they have either done so prior to executing this instrument or have knowingly elected voluntarily to waive any such right at this time.
- D. Estoppel Certificate. Bundy understands and agrees that by executing this instrument that GT&I and its agents are relying on the Bundy's representation in this instrument in making the distribution as directed by Bundy, instead of interpleading the funds into a court to obtain court approval. Bundy understands and agrees that if they sign this instrument, they will be forever estopped from challenging this instrument in any fashion
- E. Indemnification. Bundy agrees to indemnify and hold harmless (from Bundy's own assets) GT&I, its officers, directors, shareholders, agents, attorneys, accountants and/or other representatives against any cost or expense (including counsel

fees) or liability arising out of any acts which breach this instrument including, but not limited to, any legal or non-legal action which seeks to challenge, void or set aside this instrument (whether successful or unsuccessful) initiated by Bundy.

F. Entire Understanding and Agreement - Integration Clause. This Instrument constitutes the entire understanding and agreement between the parties and supersedes any and all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral. This instrument may be amended only by written instrument expressly referring hereto, and duly signed by both the Bundy and GT&I. In the event any provision or portion hereof is held to be invalid or unenforceable, the remaining provisions and/or portions shall remain valid and enforceable.

remaining provisions and/or portions shall remain valid and enforceable.
Signature Signature
Printed Name Printed Name
STATE OF Van ) :ss. County of Ivon )
On the Stn day of Jointoury 2023, before m
Alexis Winkler (NAME OF NOTARY) the undersigned Notary Public,
personally appeared, Ammon and Lisa Bunchy.
who is personally known to me, or who proved to me on the basis of satisfactory evidence
to be the person(s) whose name is/are subscribed to the within instrument, ar acknowledged to me that he/she/they executed the same. Witness my hand and offici seal.
ALEXIS WINKLER!  Notary Public - State of Utah  Comm. No. 7203 1:  My Commission Expires on  Sep 3, 2025:
(This area for official Notarial scal)
2   1   1   2

\*\*\*\*\* \* \* \* \*\*

## Mountain America Credit Union Account Number Specification Sheet Wire Instructions

ID: 50

Description: Business Checking

This specification sheet is for the following credit union member(s):

ABISH HUSBONDI INC 3061 RIVERSIDE ROAD MESQUITE, 89027

ABA Routing Number: 324079555

Account Number: 501013664849

Wire Instructions:

\*Please note Mountain America Credit Union does not have a "Swiftcode." We'do not handle exchange of foreign currency. The originating bank should have a corresponding bank in the United States they use to send wires through for this purpose. They will then forward to Mountain America Credit Union's routing number and the member's account number.

Incoming wire fee: \$10.00

If you have further questions regarding these instructions, please contact the Mountain America Credit Union Service Center at 1-800-748-4302.

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## STATEMENT OF ACCOUNT

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STATEMENT DATE: 01/04/24 - 01/31/24

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ABISH HUSBONDI INC PO BOX 1062 CEDAR CITY UTAH 84721

NOTIFICATION: Beginning in the 2023 tax year, Mountain America will only provide a tax document if the dollar amount is considered reportable according to IRS tax reporting rules. Minimum dollar amounts are different depending on the tax form. We are no longer able to provide nonreportable tax forms.

## ACCOUNT SUMMARY

## **TOTAL SHARES**

01 PRIMARY SAVINGS ..... \$1.00 50 BUSINESS CHECKING ..... \$467,359.44

PRIN	MARY SAVINGS - ID 01		
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW BALANCE
01/04 01/04	Previous Balance  Deposit	1.00	0.00 1.00
	Ending Balance		1.00
	Dividend Earned Year to Date	0.00	

## **Deposits and Other Credits**

DATE **AMOUNT** DESCRIPTION DATE AMOUNT DESCRIPTION

01/04/24 1.00 Deposit

BUS	INESS CHECKING - ID 50		
POSTING DATE	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	NEW <u>BALANCE</u>
01/04 01/04 01/05	Previous Balance	7,379.00 -100.00	0.00 7,379.00 7,279.00
01/05	Withdrawal Debit Card	-54.00	7,225.00
01/05	Withdrawal POS #000083776561	-76.06	7,148.94
01/06	Withdrawal Debit Card	-86.38	7,062.56
01/08	Withdrawal Debit Card	-362.25	6,700.31
01/09	Withdrawal CAPITAL ONE  TYPE: MOBILE PMT CO: CAPITAL ONE Entry Class Code: CCD	-6,500.00	200.31
01/16	Withdrawal Debit Card	-19.25	181.06

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YEAR-TO-DATE SUMMARY

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ACCOUNT NUMBER: XXXXXX4849

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POSTING DATE	TRANSACTION DESCRIPTION				TRANSACTION AMOUNT	NEW BALANCE	
_		4015740257803736 MCDONA	LD'S F39132 MESO	QUITE NV			
01/24	, ,	Deposit by Wire 0000967159					
01/25		Card 4025968291849139 CAFE RIC				487,317.43	
	UT	•					
01/26	Withdrawal CAPI	20,000.00	467,317.43				
	TYPE: MOBILE P Entry Class Code:						
01/31		Deposit Dividend Tiered Rate					
01/31		sis Fee			10.00	467,359.44	
	•	ge Yield 0.500% from 01/01/24	_			467,359.44	
	•	Year to Date				407,333.44	
ATM V	Withdrawals and	Other Charges					
		DESCRIPTION	DATE	AMOUNT	DESCRIPTION		
	AMOUNT 100 00			262.25	Withdrawal Dabit	Card	
DATE 01/05/2 01/05/3	24 100.00	Withdrawal Debit Card	01/08/24	362.25 19.25	Withdrawal Debit (		
01/05/2 01/05/2	24 100.00 24 54.00	Withdrawal Debit Card Withdrawal Debit Card	01/08/24 01/16/24	19.25	Withdrawal Debit	Card	
01/05/2	24     100.00       24     54.00       24     76.06	Withdrawal Debit Card	01/08/24			Card	
01/05/2 01/05/2 01/05/2 01/06/2	24     100.00       24     54.00       24     76.06       24     86.38	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card	01/08/24 01/16/24	19.25	Withdrawal Debit	Card	
01/05/2 01/05/2 01/05/2 01/06/2	24     100.00       24     54.00       24     76.06       24     86.38	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS	01/08/24 01/16/24	19.25	Withdrawal Debit	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM	24 100.00 24 54.00 24 76.06 24 86.38 Withdrawals and 0	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card ther Charges \$728.93	01/08/24 01/16/24	19.25	Withdrawal Debit	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withd	24 100.00 24 54.00 24 76.06 24 86.38 Withdrawals and 0	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card  ther Charges \$728.93	01/08/24 01/16/24 01/25/24	19.25 30.99	Withdrawal Debit ( Withdrawal Debit (	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withdi	24 100.00 24 54.00 24 76.06 24 86.38 Withdrawals and O rawals and Other AMOUNT 24 6,500.00	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card  Withdrawal Debit Card  Wither Charges \$728.93  Per Charges DESCRIPTION Withdrawal	01/08/24 01/16/24 01/25/24	19.25 30.99	Withdrawal Debit ( Withdrawal Debit (	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withd	24 100.00 24 54.00 24 76.06 24 86.38 Withdrawals and O rawals and Other 4000NT 24 6,500.00	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card  ther Charges \$728.93	01/08/24 01/16/24 01/25/24	19.25 30.99	Withdrawal Debit ( Withdrawal Debit (	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withding DATE 01/09/2 01/26/2	24 100.00 24 54.00 24 76.06 24 86.38 Withdrawals and O rawals and Other 24 6,500.00 24 20,000.00	Withdrawal Debit Card Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card  Withdrawal Debit Card  Wither Charges \$728.93  Per Charges DESCRIPTION Withdrawal	01/08/24 01/16/24 01/25/24	19.25 30.99	Withdrawal Debit ( Withdrawal Debit (	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withdi DATE 01/09/2 01/26/2	24 100.00 24 54.00 24 76.06 24 86.38  Withdrawals and O  rawals and Other 24 6,500.00 24 20,000.00  drawals and Other (	Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card Withdrawal Debit Card Withdrawal Debit Card Wither Charges \$728.93  Er Charges DESCRIPTION Withdrawal Withdrawal Withdrawal Charges \$26,510.00	01/08/24 01/16/24 01/25/24	19.25 30.99	Withdrawal Debit ( Withdrawal Debit (	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withdo DATE 01/09/2 01/26/2 3 Witho	24 100.00 24 54.00 24 76.06 24 86.38  Withdrawals and O  rawals and Other 24 6,500.00 24 20,000.00  drawals and Other Continuous Con	Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card Withdrawal Debit Card Withdrawal Debit Card Wither Charges \$728.93  Per Charges DESCRIPTION Withdrawal Withdrawal Withdrawal Charges \$26,510.00	01/08/24 01/16/24 01/25/24 DATE 01/31/24	19.25 30.99 AMOUNT 10.00	Withdrawal Debit ( Withdrawal Debit (  DESCRIPTION Withdrawal Fee	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withden 01/09/2 01/26/2 3 Withden Depose	24 100.00 24 54.00 24 76.06 24 86.38  Withdrawals and O  rawals and Other 24 6,500.00 24 20,000.00  drawals and Other Co  AMOUNT	Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card Withdrawal Debit Card Withdrawal Debit Card Wither Charges \$728.93  Per Charges DESCRIPTION Withdrawal Withdrawal Withdrawal Charges \$26,510.00  Predits DESCRIPTION	01/08/24 01/16/24 01/25/24 DATE 01/31/24	19.25 30.99 AMOUNT 10.00	Withdrawal Debit ( Withdrawal Debit (  DESCRIPTION Withdrawal Fee	Card	
01/05/2 01/05/2 01/05/2 01/06/2 7 ATM Withdo PATE 01/09/2 01/26/2 3 Witho	24 100.00 24 54.00 24 76.06 24 86.38  Withdrawals and O  rawals and Other 24 6,500.00 24 20,000.00  drawals and Other Co  sits and Other Co  AMOUNT 24 7,379.00	Withdrawal Debit Card Withdrawal POS Withdrawal Debit Card Withdrawal Debit Card Withdrawal Debit Card Wither Charges \$728.93  Per Charges DESCRIPTION Withdrawal Withdrawal Withdrawal Charges \$26,510.00	01/08/24 01/16/24 01/25/24 DATE 01/31/24	19.25 30.99 AMOUNT 10.00	Withdrawal Debit ( Withdrawal Debit (  DESCRIPTION Withdrawal Fee	Card	

Dividend Earned Year to Date.....

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